PUBLIC VERSION

Before the
UNITED STATES COPYRIGHT ROYALTY JUDGES
THE LIBRARY OF CONGRESS
Washington, D.C.

In re	
DETERMINATION OF ROYALTY RATES AND TERMS FOR EPHEMERAL RECORDING AND DIGITAL PERFORMANCE OF SOUND RECORDINGS (*WEB IV*)	Docket No. 14-CRB-0001-WR (2016-2020)

REPLY IN FURTHER SUPPORT OF MOTION TO COMPEL SOUNDEXCHANGE TO PRODUCE NEGOTIATING DOCUMENTS DIRECTLY RELATING TO SOUNDEXCHANGE'S WRITTEN DIRECT STATEMENT

INTRODUCTION

Pandora Media, Inc., iHeartMedia, Inc., the National Association of Broadcasters, and Sirius XM Radio Inc. (collectively, "Movants") submit this Reply in further support of their December 8, 2014 Motion to Compel SoundExchange, Inc. to Produce Negotiating Documents Directly Relating to SoundExchange's Written Direct Statement ("Motion"). The Motion sought production of all documents within the possession, custody or control of SoundExchange and its major label witnesses—internal as well as external—relating to: (1) negotiations of agreements with the following eight services: Beats, MySpace, Nokia MixRadio, Rdio, Slacker, Spotify, Vevo, and YouTube (the "Eight Services"); and (2) negotiations of UMG's agreement with Turntable.fm, a service that SoundExchange witness Aaron Harrison refers to (but does not name specifically) in his discussion of negotiations at paragraphs 19 and 20 of his written direct testimony.

In opposing the Motion, SoundExchange contorts CARP and CRB precedents in a strained effort to show that the requested documents are not "directly related" to its written direct

statement. But the fact remains that all of the requested negotiating documents either pertain to agreements reviewed by SoundExchange's experts and analyzed in their testimony, or concern alleged negotiating tactics described by SoundExchange's fact witnesses. The Judges' precedents have consistently held such documents to be directly related and discoverable, and have rejected SoundExchange's previous similar attempts to restrict discovery to documents that were reviewed by witnesses or relied upon in witness testimony. While reviewing and producing negotiation documents related to the nine specific services to which the Motion is limited will require work on the part of SoundExchange and its witnesses, that is a necessary undertaking in a rate proceeding like this, and not an undue burden; SoundExchange should not be permitted to present agreements as probative of rate-setting by Judges and then conceal the economic, competitive, and strategic dynamics that guided and shaped the formation of those agreements., That context, not just the final agreements themselves, is critical for understanding the agreements' value as benchmarks and for the Services to test SoundExchange's proffered expert and fact testimony. The Motion should be granted.

ARGUMENT

I. The Requested Documents Are Directly Related To SoundExchange's Written Direct Statement

As detailed in the Motion, the requested documents are directly related to SoundExchange's written direct statement and therefore are discoverable here. The Judges should reject SoundExchange's arguments to the contrary, each of which would artificially restrict the scope of discovery in ways that are unsupported by the Judges' rulings in prior proceedings.

As a preliminary matter, it is clear that that the "directly related" standard encompasses more than documents that are referenced, reviewed, or relied upon in preparing a participant's

written direct statement; rather, it encompasses documents on topics that a participant or witness puts "in issue" in the participant's written direct statement. *Order Granting in Part and Denying in Part SoundExchange's Motion to Compel Music Choice to Produce Documents and Respond to Interrogatories*, Docket No. 2011-1 CRB PSS/Satellite II (Aug. 8, 2012) (finding that the subject matter of the requested documents was "very much a part of [the participant's] case"). Accordingly, for example, when SoundExchange's expert testified that he was "aware of no direct evidence on what rates might be negotiated between Sirius XM and copyright holders in an arm's length setting," the Judges compelled the production of industry communications concerning Sirius XM's direct licensing initiative. *Order Granting in Part and Denying in Part Sirius XM's Motion to Compel SoundExchange to Produce Communications Between and Among SoundExchange, AFM, A2IM and Other Industry Groups Regarding Sirius XM's Direct License Initiative*, Docket No. 2011-1 CRB PSS/Satellite II (Mar. 29, 2012). Similarly, the Judges have compelled production of license agreements for all digital distribution services in a given license category, even where certain such agreements were not considered by SoundExchange's expert or mentioned in its written direct statement. *Order Granting in Part and Denying in Part Services' Motion to Compel SoundExchange to Provide Digital Music Agreements*, Docket No. 2011-1 CRB PSS/Satellite II (Mar. 13, 2012).

Here, Movants request the production of negotiating documents that will reveal the economic, competitive, and strategic dynamics underlying agreements between the major labels and interactive services that serve as the lynchpin of SoundExchange's benchmark proposal. As discussed in the Motion, these negotiating documents are directly related to SoundExchange's written direct statement because: (1) they pertain to agreements that SoundExchange's label witnesses provided to SoundExchange's experts to analyze and use as benchmarks in this

proceeding (and in several cases are expressly discussed by the label witnesses in their own testimony); and/or (2) they will document (or disprove) the negotiating tactics detailed in the testimony of SoundExchange's fact witnesses. The fact that these witnesses may not have reviewed or relied upon the associated negotiating documents in formulating that testimony is simply not relevant to the analysis, and detracts nothing from the clear conclusion that the requested documents, consistent with governing precedent, directly relate to SoundExchange's written direct statement.

SoundExchange's arguments to the contrary should be rejected. First, SoundExchange argues that negotiating documents are not directly related because its experts "did not have access to negotiation documents for *any* of the agreements they analyzed." *SoundExchange's Opposition to Services' Motion to Compel SoundExchange to Produce Negotiating Documents* (Dec. 15, 2014) ("Opp.") at 2. But the fact that SoundExchange chose not to give its experts access to negotiating documents (or that the experts did not testify about the negotiations *per se*) is irrelevant under the governing precedent, as SoundExchange well knows. In both *Web II* and *Satellite I*, SoundExchange opposed similar motions to compel on the basis that its experts had not reviewed any negotiating documents. *See* Declaration of Todd Larson, dated Dec. 19, 2014 ("Larson Decl."), Ex. A (SoundExchange's *Web II* opposition to motion to compel) at 10, Ex. B (SoundExchange's *Satellite I* opposition to motion to compel) at 10. The Judges rejected that argument, requiring SoundExchange to produce the negotiating documents for all agreements on which the experts relied. *See* Motion at 11-12. Indeed, as noted above, a witness need not review or reference the particular documents in dispute for those documents to be "directly related" to the written direct statement.

SoundExchange's reliance on one Order in which the Judges noted the expert's lack of access to negotiating documents in denying a motion to compel those documents is misplaced. *See* Opp. at 6 & n.5 (citing *Order Granting in Part and Denying in Part the Motion to Compel SoundExchange To Produce Documents Related to the Testimony of Michael Pelcovits*, Docket No. 2005-1 CRB DTRA (Nov. 3, 2006)). There, the agreement to which those documents pertained—a 2003 agreement between SoundExchange and satellite digital audio radio services—was not placed at issue in the expert's benchmark analysis; Dr. Pelcovits merely discussed the agreement in rebuttal after the *webcasters* (not SoundExchange) sought to use it as a benchmark. *See* Larson Decl. Ex. C (SoundExchange's opposition to motion to compel) at 12. The Judges have made clear that where, as here, a party's expert puts an agreement at issue by relying on it in his benchmark analysis, the party must produce the negotiating documents relating to that agreement. *See* Motion at 10-12.

Second, contrary to SoundExchange's arguments, *see* Opp. at 7, the precedents do not draw any "line" against producing *internal* negotiating documents—*i.e.*, those not exchanged between the parties but rather reflecting the record labels' own views about the terms being negotiated. Quite the opposite, the CARP and the Judges have repeatedly compelled the production of internal negotiating documents relating to agreements reviewed by the producing party's expert and discussed in the expert's benchmark analysis. *See* Motion at 10-12 (citing *Web I*, *Web II*, and *Satellite I* discovery orders).

Each of the precedents cited by SoundExchange where the Judges declined to compel production of certain internal negotiating documents, *see* Opp. at 6-9, addressed a broader request for documents that was *not* limited, as it is here, to agreements analyzed by the producing party's expert. For instance, in *Web I*, the CARP denied a motion to compel production of

internal negotiating documents where the request pertained broadly to agreements that had not even been consummated, much less analyzed by an expert witness. *See Order* at 17, Docket No. 2000-9 CARP DTRA 1&2 (June 22, 2001) (noting request was for "licensing agreements which Sony, Universal, and Warner have obtained, *and have not obtained*") (emphasis added).[1] Similarly in *Satellite I*, the Judges rejected broad requests for negotiating documents regarding agreements that were *not* analyzed in an expert's benchmark analysis.[2] Finally, although SoundExchange quotes language from a *Web I* order stating that parties "need not produce internal documents discussing draft terms, provisions or complete agreements," *see* Opp. at 7 n.9, the CARP later reversed course when RIAA amended its written direct case to incorporate the associated agreements. *See Order* at 1, 4, Docket No. 2000-9 CARP DTRA 1&2 (Aug. 14, 2001) (compelling production of internal analyses not exchanged with the webcasters).

In other words, none of the precedents on which SoundExchange relies undermines the governing principle that a party must produce negotiating documents (both internal and external) relating to executed agreements reviewed by its expert and discussed in the expert's benchmark analysis. SoundExchange protests that "[s]everal" of the agreements at issue here are not actually "proferred as benchmarks" by Dr. Rubinfeld, Opp. at 2, but in doing so effectively

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[1] *See also Order Granting in Part and Denying in Part the Motion of Digital Media Association and Its Member Companies to Compel SoundExchange to Produce Its Satellite Digital Audio Radio Services License Agreements and Related Documents* at 1, Docket No. 2005-1 CRB DTRA (Mar. 28, 2006) (*Web II*) (denying request for production of all documents "concerning the negotiations of all [] agreements [with SDARS] *whether or not such negotiations resulted in an agreement*") (emphasis added).

[2] *See Order Granting in Part and Denying in Part SoundExchange's Motion to Compel Sirius XM and Music Choice to Produce Their Agreements with Performing Rights Organizations and Certain Related Documents*, Docket No. 2006-1 CRB DSTRA (May 17, 2007) (denying motion to compel production of internal analyses and negotiating documents regarding "all" agreements with performing rights organizations from 2002 to the present); *Order Granting in Part and Denying in Part SoundExchange's Motion to Compel Sirius and XM to Produce Certain Content Deals, Negotiating Documents, and Internal Analyses of Content Deals* at 2-3, Docket No. 2006-1 CRB DSTRA (May 18, 2007) (granting request for negotiating documents while rejecting request for internal analyses of 17 agreements that were *not* limited to benchmarks).

concedes that most of the agreements *are* proffered as benchmarks. And while SoundExchange argues that Dr. Rubinfeld analyzed the YouTube and Vevo agreements "only to confirm that they are not suitable benchmarks," Opp. at 3, that argument is belied by Dr. Rubinfeld's testimony, which presents the YouTube and Vevo rates as corroborative of his benchmark. *See* Rubinfeld WDT ¶¶ 240-44. And, in any event, an agreement need not be proffered as an affirmative benchmark for the negotiating documents to be directly related to expert testimony; rather, the agreement need only be "relied upon by [the expert] in preparing his written direct testimony," whether or not he decides to incorporate the agreement into his rate proposal. *Order Granting in Part and Denying in Part the Motion of XM Satellite Radio Inc., Sirius Satellite Radio Inc., and Music Choice to Compel SoundExchange to Produce Label License Agreements and Related Negotiation Documents* at 2, Docket No. 2006-1 CRB DSTRA (May 17, 2007).[3] Clearly, an expert's reviewing and rejecting an agreement as probative for rate-setting may be just as telling as his accepting and arguing in favor of its use as a benchmark. Here, Dr. Rubinfeld indisputably relied on the agreements with *all Eight Services* in preparing his written direct testimony, and Dr. Lys relied on six of them. *See* Motion at 3-4; Opp. at 3 (conceding that Dr. Rubinfeld "references agreements with YouTube and Vevo").

Third, SoundExchange argues that negotiating documents pertaining to UMG's agreement with Turntable.fm are not directly related to its written direct statement because "Aaron Harrison does not reference Turntable.fm in his testimony." Opp. at 3. But the Turntable.fm negotiations clearly *are* directly related because, as SoundExchange's own interrogatory responses confirm, [redacted]

[3] *See also Order Regarding Digital Media Association and Its Member Companies' Motion to Compel SoundExchange to Produce Negotiating Documents Related to Its Direct Statement* at 1, Docket No. 2005-1 CRB DSTRA (Mar. 27, 2006) (compelling production of negotiating documents for "each of the 40 agreements that Dr. Pelcovits reviewed").

[redacted] *See* Motion at 13-14. The fact that Mr. Harrison chose not to specifically mention Turntable.fm among the examples identified in his testimony does not entitle SoundExchange to withhold the Turntable.fm negotiating documents. These documents are "directly related" to SoundExchange's written direct statement regardless of whether Mr. Harrison includes or omits mention of Turntable.fm. *See Order Denying, Without Prejudice, Motions for Issuance of Subpoenas Filed by Pandora Media, Inc. and the National Association of Broadcasters* at 5-6, Docket No. 14-CRB-0001-WR (2016-2020) (Apr. 3, 2014) (holding that a participant's "decision regarding . . . information it chooses to omit from its Written Direct Statement and/or testimony may be as 'directly related' to that Written Direct Statement and/or testimony as the . . . information it elects to include in those submissions").

Thus, all of the requested negotiating documents are directly related to SoundExchange's written direct statement and must be produced.

II. Producing the Requested Documents Would Not Be an Undue Burden

SoundExchange's further contention that producing the requested negotiating documents would pose an undue burden that conflicts with the Judges' "balanced approach" to discovery should be rejected. Opp. at 9. SoundExchange misunderstands the "balance" that the Judges have set with respect to negotiating documents. As discussed above, the Judges have consistently required production of internal and external negotiating documents relating to agreements reviewed by a party's expert and discussed in the expert's benchmark analysis, even when there were up to 150 such agreements. *See* Motion at 12 (citing *Satellite I* order). Nevertheless, to reduce the discovery burden, Movants have voluntarily narrowed the scope of their request and do *not* seek negotiating documents for every agreement analyzed by Dr. Rubinfeld and Dr. Lys. Whereas SoundExchange's experts analyzed the major record labels'

agreements with 21 different services,[4] movants have focused their request solely on the Eight Services and Turntable.fm. SoundExchange persists with its untenable demand that Movants—having already forgone the majority of the negotiating documents to which they are entitled—must further "compromise" by restricting their discovery solely to *external* documents (and internal "models") regarding five services hand-selected by SoundExchange. *See* Opp. at 4. SoundExchange's proposed "compromise" is inconsistent with the Judges' prior rulings and reflects an impermissible attempt to cherry-pick the particular documents that Movants and the Judges are allowed to see.

No doubt the collection, review, and production of the requested negotiating documents will entail effort on the parts of the labels and SoundExchange's counsel. Movants are well aware of the efforts involved, having conducted their own extensive privilege reviews to produce negotiating documents in response to SoundExchange's requests.[5] But that burden is one that SoundExchange should have been fully prepared to undertake when it decided to put these agreements at issue through expert testimony. In any event, SoundExchange apparently estimates that it may be able to complete its collection, review, and production within a mere ten business days. *See* Opp. at 11 (requesting an extension from three business days to ten).[6] The

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[4] *See Written Direct Statement of Sound Exchange*, Corrected Testimony of Daniel L. Rubinfeld, *Web IV* (Oct. 6, 2014) ("Rubinfeld WDT"), App'x 2; *Written Direct Statement of Sound Exchange*, Corrected Testimony of Thomas Z. Lys, *Web IV* (Oct. 6, 2014), App'x B.

[5] *See* Motion at 9 n.6 (noting Pandora's production of 38,000 pages related to its Merlin agreement). iHeartMedia and Sirius XM Radio likewise conducted extensive privilege reviews to produce internal documents relating to their own agreements. *See Motion to Compel SoundExchange to Produce Documents in Response to Licensee Participants' First and Second Sets of Requests for Production* at 10-11 n.4 Docket No. 14-CRB-0001-WR (2016-2020) (Dec. 8, 2014).

[6] SoundExchange also cannot avoid producing the requested documents on the basis of confidentiality concerns expressed by non-participants to this proceeding. As the Judges have already ruled, the highly restrictive Protective Order entered here sufficiently addresses those concerns. *See Order Granting Services' Joint Motion to Compel SoundExchange to Produce License Agreements and Other Documents Withheld on Confidentiality Grounds* at 2, Docket No. 14-CRB-0001-WR (2016-2020) (Oct. 30, 2014).

Services are more than willing to wait ten days—or even a modest amount more than that if necessary—to obtain the documents they clearly are entitled to.

CONCLUSION

For the foregoing reasons and those set forth in their Motion, Movants respectfully request that the Judges compel production of the negotiating documents requested in the Motion.

Dated: December 19, 2014

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CERTIFICATE OF SERVICE

I hereby certify that on December 19, 2014, I caused a copy of the foregoing PUBLIC document to be served by e-mail and first-class mail to the participants listed below:

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